

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF TEXAS, BEAUMONT DIVISION  
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TEMPLETX0160

In re:

JANICE E TEMPLE

In Proceedings for a Repayment  
Plan Under Chapter 13

1110 CAMINO VILLAGE DR  
HOUSTON, TX 77058

Debtor(s)

Case No : 02-92340-BP  
Tee Clm No: 21  
Amount : \$1,512.68

**JOINT NOTICE OF TRANSFER OF CLAIM PURSUANT TO  
FRBP RULE 3001(e)(2) AND WAIVER OF OPPORTUNITY TO OBJECT**

Sears (the "Seller/Transferor/  
Assignor") and eCAST Settlement Corporation (the "Purchaser/Transferee/  
Assignee") do hereby provide joint notice of the unconditional  
sale and transfer of all right, title, and interest in and to the  
Claims (as such is defined in the Credit Card Purchase and Sale  
Agreement dated August 8, 2002 by and between Seller/Transferor/  
Assignor and Purchaser/Transferee/Assignee) including the Claim  
referenced above (the "Bankruptcy Claim").

Pursuant to Bankruptcy Rule 3001(e)(2) and the foregoing  
assignment, the Purchaser/Transferee/Assignee hereby requests  
that it be immediately substituted upon the docketing of this Joint  
Notice of Transfer of Claim for the Seller/Transferor/Assignor as  
the record holder of the Bankruptcy Claim for all purposes in these  
proceedings. The Seller/Transferor/Assignor concurs with the  
request and, pursuant to the attached Waiver of Notice of Transfer  
of Claim, hereby informs the court that it waives it's right to receive  
notice of the transfer and declines its opportunity to object under FRBP  
3001(e)(2).

Orig Proof of Claim may be: SEARS ROEBUCK & CO. 45 CONGRESS ST. SALEM MA 01970

Dated: 04/26/2003

**SELLER/ASSIGNOR/TRANSFEROR:**

Sears  
7100 Westtown Parkway  
W. Des Moines, IA 50266

Telephone: 800-669-4459

By: (SEE ATTACHED WAIVER)

**PURCHASER/ASSIGNEE/TRANSFeree:**

eCAST Settlement Corporation  
P.O. Box 35480  
Newark, NJ 07193-5480

Telephone: 610-644-7800 (Servicer)  
Telecopy: 610-993-8493 (Servicer)

By: SE  
SHARON SINANAN, OFFICER  
KEVIN LEDERMAN, OFFICER  
TINA TOWNES, OFFICER  
ARLENE PARTAIN, OFFICER  
DINA ALCANTARA, OFFICER  
EDNA MALDONADO, OFFICER

(01)\*\*\*\*\*5734 SRB20058  
\*\*\*\*\*5734



# SEARS

Sears, Roebuck and Co.  
3333 Beverly Road  
Hoffman Estates, Illinois 60179

## BILL OF SALE AND ASSIGNMENT

This 31<sup>st</sup> day of January, 2002, Sears, Roebuck and Co. ("Sears"), Sears National Bank ("SNB"), and SRFG, Inc. ("SRFG") (each a "Seller" and collectively, the "Sellers"), for value received, without recourse and without representations or warranties of any type, kind, character or nature, express or implied, except as provided in the Purchase and Sale Agreement, dated as of January 28, 2002, to the extent permitted by applicable law, transfer, sell, assign, set-over, quitclaim, convey, grant and deliver to eCAST Settlement Corporation (the "Buyer"), all right, title and interest in and to (i) each of the Sellers' secured or unsecured open-end Sears Card, SearsCharge PLUS, and SearsCharge Home Improvement Plan accounts (including any security interest with respect thereto and any receivables arising thereunder) which are owned by Seller and charged off by Sears or SNB, as applicable, as uncollectible as a result of the debtor of the account filing a proceeding under Chapter 13 of the United States Bankruptcy Code and which are described on computer files furnished by the Seller to the Buyer in connection herewith (the "Accounts"), together with the right to collect all principal, interest or other proceeds of any kind with respect to the Accounts remaining due and owing as of the date hereof and (ii) all proceeds derived from the conversion of any of the Accounts into cash or other liquidated property of such Accounts after the close of business on January 31, 2002.

The above Accounts do not include, and the Buyer shall not have any interest in, any accounts relating to receivables transferred by SRFG to the Sears Credit Account Master Trust II (the "Master Trust") pursuant to that certain Pooling and Servicing Agreement, dated as of July 31, 1994, as amended (the "Pooling and Servicing Agreement"), among Sears, SRFG and Bank One, National Association, as Trustee, except for any consumer credit account that constitutes a "Charged-Off Account" as of January 17, 2002 (as such term is defined in the Pooling and Servicing Agreement) (i) the receivables under which have been sold by SRFG to the Buyer pursuant to the Purchase Agreement and (ii) as to which no election has been made to keep such "Charged-Off Account" in the Master Trust pursuant to section 4.04(c) of the Pooling and Servicing Agreement.

Pursuant to the foregoing assignment, the Sellers stipulate that the Buyer may be substituted for any Seller as the valid owner of the Accounts and hereby waives any notice or hearing requirements imposed by Bankruptcy Rule 3001(e)(2) or otherwise.

SEARS, ROEBUCK AND CO.

By: Kevin T. Kelceghian  
Name: Kevin T. Kelceghian  
Title: President, Credit Services

SEARS NATIONAL BANK

By: Roger G. Schwieridm  
Name: Roger G. Schwieridm  
Title: President

SRFG, INC.

By: George F. Stook  
Name: George F. Stook  
Title: President and Chief Executive Officer